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THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA, a New Jersey corporation,

Plaintiff,

vs.

PRUDENTIAL MORTGAGE CORP., and
PATRICK ZAGARINO,
Defendants.

CIVIL ACTION NO. 06-6264 (JG)(JO)

ECF CASE

PERMANENT INJUNCTION UPON CONSENT

WHEREAS, plaintiff THE PRUDENTIAL INSURANCE COMPANY OF AMERICA (“Prudential”) filed a Complaint in this action on November 22, 2006, charging defendants PRUDENTIAL MORTGAGE CORP., and PATRICK ZAGARINO (collectively, “Defendants”) with willful infringement of Prudential’s registered trademarks, unfair

competition and false designation of origin or sponsorship, cyber-squatting, common law trademark infringement, and trademark dilution and disparagement; and

WHEREAS, the Defendants have been served with copies of the Summons and Complaint; and

WHEREAS, Prudential and Defendants desire to settle the controversy between them, and having entered into a Settlement Agreement for that purpose it is hereby

ORDERED, ADJUDGED AND DECREED as between the parties hereto:

1. That this Court has jurisdiction over Prudential and Defendants, parties to this action, and over the subject matter of this action.
2. That Defendants, their, agents, servants, employees, licensees, franchisees, attorneys, successors, assigns, and all persons in active concert or participation with them, shall be and hereby are permanently restrained and enjoined from:
 - a. Using, in any manner whatsoever, the terms "PRUDENTIAL", "PRUDENTIAL MORTGAGE CORP." or any other term utilizing as any part of the mark the word "PRUDENTIAL," either alone, or as part of a composite trademark, trade name or design, on or in connection with the sale of any goods or the rendering of any services, including insurance, real estate, investment and financial services, or advertising or promotional services related thereto;
 - b. Committing any other acts calculated or likely to lead a person to the mistaken belief that any goods or services provided by Defendants emanates from, or is sponsored, approved or supervised by Prudential or is connected or associated with Prudential in any way.

3. That "PRUDENTIAL" and "PRUDENTIAL MORTGAGE CORP." are confusingly similar to and an infringement of Plaintiff's Prudential Trademarks, as defined in the Complaint filed in the above captioned Action.
4. That the jurisdiction of this Court is retained for the purpose of making any further orders necessary or proper for the construction or modification of this Permanent Injunction Upon Consent, the enforcement thereof and the punishment of any violations thereof.
5. That this Permanent Injunction Upon Consent be entered without taxation of costs, damages or attorney fees to any of the parties hereto.
6. That this Permanent Injunction Upon Consent may be cited by any party as an adjudication of contested issues as to validity or infringement.

SO ORDERED
s/John Gleeson

J.S.D.J.

Dated: November 14, 2007

CONSENTS

The undersigned defendants, consent to the entry of the foregoing Permanent Injunction
Upon Consent.

Dated: Sept. 6, 2007

PRUDENTIAL MORTGAGE CORP.

By:

Title

PATRICK LAGARINO

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